

(Exhibit #4 filed with the Examiner in evidence and so marked.)

Will you examine the Contract of Sale, and state whether or not, in your opinion, you believe it is to the benefit and advantage of all of the parties in interest, and particularly that of your son, Harry A. Tyeryar, that the sale be consummated as proposed?

A. Yes, I do.

The property was unoccupied at the time of my husband's death, and it is impossible for me to supervise the renting of the property, and with the heavy burden of taxes, as well as the first mortgage indebtedness still open against the property, I felt we had no choice but to sell the property to the best possible advantage.

Q. Mrs. Tyeryar, in your opinion, is the sale price set forth in the Contract of Sale fair and adequate?

A. I certainly think so.

Q. You mentioned that there is a prior mortgage on the property?

A. Yes.

Q. By whom is this mortgage held?

A. The Frederick County National Bank.

Q. Was this mortgage originally incurred by your son and daughter-in-law, Charles and Gloria Tyeryar, prior to their bankruptcy?

A. Yes. After my husband bought the property at foreclosure sale, he did not pay off the mortgage but was planning to liquidate the same through a sale of the property, which was not completed during his lifetime.

Q. Mrs. Tyeryar, by reason of the nature of the property, in your opinion, would it be possible to divide the same without material loss and injury to the parties entitled?

A. No, it would be impossible. In this case a division can only be made through a sale of the entire property.

To the General Interrogatory: Nothing further.

Catherine G. Tyeryar
Deponent